B2030 (Form 2030) (12/15)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA
READING DIVISION

In re **Eric M. Mertz**   Case No.   **18-12316**_____

                                                                Chapter   **13**_____

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

   For legal services, I have agreed to accept.. **$4,000.00**
   Prior to the filing of this statement I have received... **$1,000.00**
   Balance Due... **$3,000.00**

2. The source of the compensation paid to me was:

   ☑ Debtor   ☐ Other (specify)

3. The source of compensation to be paid to me is:

   ☑ Debtor   ☐ Other (specify)

4. ☑ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

   ☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

   a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;

   b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;

   c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

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6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

Chapter 7 cases: The fee represents a flat fee with no further fee being charged with the exception of defense of the Debtor(s) in any adversary proceedings; in this case, representation in adversary proceedings will be considered a new, separate engagement, subject to a new fee agreement.

Chapter 13 cases: Fees collected pre-petition or distributed by the Trustee upon the issuance of an Order Approving Fee Application (or per the no-look fee in WDPA and MDPA) are approved by the Court and represent compensation for all time and expenses leading up to the event of fee distribution. In MDPA, Counsel may opt out of the no look fee in certain cases where the Debtor(s) have so agreed pre-petition, in which case the appropiate local forms shall be filed. In WDPA, the Fee Agreement authorizes Counsel to Apply to the Court for additional fees beyond the "no look" fee where appropriate in accordance with applicable local rules. Additional time and/or expenses incurred following the initial event of distribution and not covered by any previously filed Fee Application or presumed to be covered by any "no-look" fee provision may be presented to the Court in a Supplemental Fee Application, or, if billed at or after the conclusion of the case following completion of the Chapter 13 Plan, may be billed to non-estate funds. In any event, upon all occasions, upon the receipt of additional fees or expense reimbursements, a timely amended 2016 Statement shall be filed with the Court. Note that under no circumstances does Counsel charge a separate, discrete "expense retainer" with the exception of the original case filing fee, which is subject to a "Preliminary Bankruptcy Fee Agreement" upon receipt of such funds.

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CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

05/04/2018	**/s/ Stephen M. Otto**
Date	*Stephen M. Otto* Bar No. 82463
	Law Office of Stephen M. Otto, LLC
	833 N Park Road, Suite 102
	Wyomissing, PA 19610
	Phone: (484) 220-0481 / Fax: (484) 866-8973

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